

Client:
Buyer:
Advertiser:
Product

		Product: Sched Dates: 09/26/16 - 11/13/16								
Network	Daypart	Program	Start	End	Unit	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
4064, Canton-WestInd MI U-verse	I U-verse		0	0	-	0111007			on a	
CNN		лаванала (при при при при при при при при при при		territoria de per estado de persona de perso				The second secon		
	Th 7p-12m	CNN	10/6/16	10/6/16	30	0		\$19.00	ω	\$57.00
ESPN	Sa 1p-1:02p	MSU @ Illinois (Time/Network TBD)	11/5/16	11/5/16	30	0	_	\$182.00	_	\$182.00
	Sa 2p-2:02p	UofM vs. Maryland (Time/Network	11/5/16	11/5/16	30	0	_	\$182.00	_	\$182.00
	Sa 2p-2:02p	UofM @ MSU (Time/Network TBD)	10/29/16	10/29/16	30	0	_	\$570.00	_	\$570.00
FOX NEWS	Th 7p-12m	FXNC	10/6/16	10/6/16	30	0	_	\$19.00	ω	\$57.00
							Totals		9	\$1,048.00
4985, Canton CNN										
	Th 7p-12m	CNN	10/6/16	10/6/16	30	0	_	\$65.00	ω	\$195.00
PENS NEWS	Th 7p-12m	FXNC	10/6/16	10/6/16	30	0	_	\$146.00	ω	\$438.00
							Totals		6	\$633.00

s report has been prepare	Network
	Daypart
	Program
	Start Date
	End Date
	Unit
	Avg Units/Wk
<b>Grand Totals</b>	Active Weeks
	Rate
15	Total Units
\$1,681.00	Cost
	Grand Totals 15 \$1,681.00

This report has been prepared using STRATA NuMath research.
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Adjustments: Network Insertability and Network Carriage have been factored into calculations. Detroit 2BK Oct15-Nov15 C-DMA Nielsen Live+7
Cable Zones: AT&T U-verse, Canton-Westind MI U-verse
Detroit 2BK Oct15-Nov15 C-DMA Nielsen Live+7
Cable Zones: Comcast Spotlight, Canton

## **Advertiser Terms and Conditions**

The following are the terms and conditions (the "Terms and Conditions") on which Comcast Spotlight, LP ("Comcast") or Comcast Affiliates (defined below) will distribute advertisements ("Ad(s)") via linear spot cable ("Spot Cable") which may include interactive overlays or functionality, video on demand ("VOD"), and/or websites that Comcast or Comcast Affiliates own, operate, host, or distribute ads on ("Covered Sites") pursuant to one or more insertion orders (each, an "IO") that the parties may negotiate from time-to-time. As used herein, the term "Contract" shall mean these Terms and Conditions, together with any IO, and "Comcast Affiliates" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Comcast, excluding NBCUniversal Media, LLC.

(a) Each IO shall specify the (i) name of the organization/company/person on whose behalf Ads are being purchased (the "Advertiser"), (ii) in the event the person or entity signing the IO is an advertising agency or other representative for the Advertiser (the "Ad Representative"), the relationship between the Advertiser and such Ad Representative; (iii) the types and quantity of inventory being purchased or delivered; (iv) rates; (v) campaign start date(s) and end date(s); and (vi) networks of distribution platforms on which the Ads will appear. (b) An IO will be deemed binding only upon (i) signature by both parties or (ii) in the case of an IO signed only by Advertiser, the display of the first Ad by Comcast (unless otherwise specified in the IO).

(a) Comcast will bill Advertiser monthly, using the standard broadcast month, subject to Section 4. (b) Invoices shall contain information with regard to the product type, quantity, length, rate, network and any additional identification, including codes provided by Advertiser and reasonably acceptable to Comcast. Additional charges other than for distribution of Ads may be itemized on a separate invoice. (c) Payment shall be made in advance of the distribution date, unless credit arrangements acceptable to Comcast have previously been made in writing, in which event payment shall be made no later than 30 days after Advertiser's receipt of invoice. (d) Upon Advertiser's request affidavits for Spot Cable shall state dates and times taken from the official log maintained by Comcast. Such excerpts from the official log shall be the affidavits of performance and the definitive proof of performance. (e) Advertiser agrees to pay all amounts payable under this Contract. Amounts not timely paid as required by this Contract shall be considered delinquent and shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) until paid in full. In the event Advertiser fails to make such payments, Advertiser and/or Ad Representative, will be jointly and severally liable for all amounts owed and reasonable expenses (including legal fees and other costs) incurred by Comcast in collecting such amounts.

3. REJECTION AND TERMINATION

(a) Concast reserves the right to reject, cancel, or suspend any Ad or IO at any time, for any reason whatsoever. Comcast reserves the right to immediately cancel this Contract at any time upon notice, whether oral or in writing, (i) upon default by Advertiser in the payment of invoices, (ii) for any other material breach of the terms hereof, (iii) if Concast determines that Ad(s) or Ad Materials fail to meet Concast, network, or carrier content guidelines, (iv) if Ad(s) or Ad Materials violate any domestic and international federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials violate any domestic and international federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials violate any domestic and international federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials violate any domestic and international federal, state or local law, rule or regulation ("Laws") or (v) if Ad(s) or Ad Materials violate state of the distribution of Spot Cable Ads of for Ad shall become immediately due and payable. (b) Advertiser may cancel the distribution of Spot Cable Ads of more than 60 seconds: duration upon 28 days after the commencement of distribution of Ads under this Contract, Advertiser may cancel the distribution of Ads under this Contract days of the script of the same days after the commencement of distribution of Ads on VOD, iGuide, or an interactive platform upon 14 days prior written notice to Concast, effective no earlier than 14 days after the commencement of distribution of Ads on VOD, iGuide, or an interactive platform upon 14 days after the contract and volument of Ads on VOD, iGuide, or an interactive platform upon 14 days after the contract and volument of Ads on VOD, iGuide, or an interactive platform upon 14 days after the contract may cancel the distribution of Ads on the volument of the same and the volument of Ads on VOD, iGuide, or an interactive platform upon 14 days after the contract and volument of Ads

(a) Unless otherwise noted on the IO, Advertiser shall provide all materials for Ads, including without limitation artwork, copy, active URLs, and scheduling instructions ("Ad Materials") to Concast in compliance with generally accepted standards of good practice and in accordance with specifications required by Concast. Concast reserves the right to reject, edit, digitize, cut, edit, alter, reformat, reclassify, modify, and/or compress the Ad Materials and to transmit such Ad Materials in their edited, digitized modified, altered, or compressed form for distribution. Advertiser, acknowledges that non-center-cut safe HD Ads may lose information displayed in the edges of a Ad. Advertiser to distribute Ads despite late delivery, but shall not be liable for the failure to distribute Ads. Notwithstanding the foregoing, if Advertiser altered, Comcast may bill Advertiser, including but not limited to, the right to reject or withdraw Ad Materials submitted by Advertiser, including but not limited to, the right to reject or withdraw for unsatisfactory rethrical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive pathorm Ads, for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Comcast in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory technical quality, objectionable or unlawful content, incorrect price or other incorrect or inaccurate information, or in the case of interactive pathorm Ads, for unlawful collection or use of personally identifiable information ("PII" as defined below) as determined by Comcast in its sole discretion. If any Ad or Ad Materials are deemed unsatisfactory hereunder, Comcast shall notify Advertiser, the time in advance of distribution as determined by Comcast, comcast may bill Advertiser may serve Ads through such third party at Servery as specifically identified in an IO, Advertiser may serve Ads through such third party and s

(a) Comcast reserves the right to increase its rates at any time. (b) Advertiser may contract for distribution of Ads of various lengths subject to Comcast's rate card and only with prior Comcast approval. (c) Spot Cable Ads contracted for distribution on an interconnect basis will be billed after such Ads have been distributed to 90% of the subscribers within the applicable interconnect capable of receiving the applicable schedule in standard definition. Ads distributed on other platforms will be billed no later than the end of the month following the month in which such distribution occurs,

regardless of whether or not the applicable campaign has completed. To the extent that incremental costs become due with respect to text message Ads sold at a flat or package rate (prepaid), such incremental charges will be billed during the month in which such costs are due. (d) Advertiser will pay all non-recoverable out-of pocket costs expenses incurred in connection with any Ads, promotion, contest, sweepstakes or other service provided to Advertiser by Concast or Concast Affiliates. (e) Connects may invoice Ads distributed on interactive platforms based on performance data ("Performance Data") provided by a third party, as specified in the IO. Conneast specifically disclaims and makes no representations or warranties of any kind, express or implied regarding the Performance Data.

6. FORCE MAJEURE

(a) If Comcast fails to distribute Cable Spot or VOD Ad(s) as specified on an IO, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, mechanical or electronic breakdowns, or any reason other than Advertiser's failure to deliver Ad Materials by respective deadline ("Force Majeure Event"), Comcast shall, in its sole discretion, offer Advertiser (i) comparable commercial announcement time on a substitute basis, or (ii) a reduction in the time charges equal to the amount of money proportionally assignable to such Ads not distributed. (b) If Comcast fails to distribute Ads on Covered Sites as specified on an IO, due a Force Majeure Event, Comcast shall, in its sole discretion, offer Advertiser a pro rata reduction in the space, time and/or program charges hereunder in the amount of money assigned to the space, time and/or program charges at time of purchase, 7. INTERACTIVE PLATFORMS

Concast's customers solely for the purposes of providing such customers with communications they have specifically opted-in to receive, provided, that when a customer is given the option to opt-in, Advertiser shall (i) clearly inform the customer regarding the uses to which such contact information shall be made and (ii) make reasonably available to such customer the privacy policies to which such information shall be subject; (b) not disclose, sell or share any personally-identifiable customer information shall be subject; (b) not disclose, sell or share any personally-identifiable customer information to any third party; (c) be solely responsible to recipies a "do not call" "do not entail" or equivalent listing is immediately removed from all call or entail lists and follow-ups; (f) cease all contact with any customer immediately upon request from such customer or Comcast; (g) transmit all contact data securely and keep all contact data in a secure environment and otherwise be respectful and protective of customer privacy in all respects; (h) not contact customers and advertiser or similar technology or a prerecorded message, (i) make any required disclosures of costs that may be incurred by customers who receive text messages or calls to mobile phones, and (j) comply with all other applicable carrier, network and Comcast guidelines. In addition, communications made by Advertiser to Comcast's customers in accordance herewith (A) shall only promote the products and services of Advertiser. Further, any communications between Advertiser and customers are subject to the reasonable approval of Comcast. Nothing in the foregoing shall prevent Advertiser from creating lists of, or to market to customers who have independently contacted Advertiser and on the products shall have the right to use the number of impressions, interactions, and other information gathered under an IO on an aggregated an anonymous basis (i.e. that does not identify Advertiser.)

(a) Advertiser shall indemnity, defend and hold Comcast and Comcast Affiliates harmless from and against any and all claims, suits, actions, damages, liabilities, judgments, losses, assessments, interest charges, penalties, costs and expenses (including, attorney's fees and disbursements) arising out of or relating to (i) the creation or production of Ads provided and/or authorized by Advertiser; (ii) the distribution of the Ads and the products and services they advertise, (iii) the Ad Materials provided by Advertiser, and (iv) any breach by Advertiser of this Contract or any of Advertiser's representations or warranties hereunder. Where Ad Representative contracts for Ads on behalf of Advertiser, Advertiser and Ad Representative shall be jointly and severally liable for all indemnification obligations in favor of Comcast. The foregoing representations, warranties and indemnities shall survive the completion, cancellation, or termination of this Contract. (b) Notwithstanding anything in this Contract to the contract, the sole provided by Advertiser shall be (i) substitute distribution of Ads or program material; or (ii) a refund of amounts paid by Advertiser for the unfulfilled portion of this Contract,

in the sole discretion of Comcast.
IN NO EVENT SHALL COMCAST OR COMCAST AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, GOOD WILL, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS CONTRACT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

(a) Advertiser represents and warrants that (i) Advertiser has the right to enter into this Contract or Ad Representative has the power and all authorizations necessary to conclude this Contract for and on behalf of the Advertiser; (ii) Advertiser has all necessary licenses and clearances to use the content contained in Ads and Ads do not violate any federal or state law, statute, or regulation; (iii) Advertiser has a reasonable hasis for all claims made within the Ads, possesses appropriate documentation to substantiate such claims and shall fulfill all commitments made in its campaigns, and that all product information it provides is truthful, accurate, and is not misleading in any way; (vi) any (A) data provided by Advertiser. Ad Representative or their respective service providers has been collected in accordance with all Laws, and the use of such data by Concast will not violate any Laws or the rights of any third parties. and (B) the collection or use of data arising from the advertiser, and the use of such data by Concast will not violate any Laws or the rights of any third parties. Advertiser's privacy policy, applicable Law and any applicable industry self-regulatory principles or rules that may be applicable to Advertiser; (vii) all Ads complete, and the ten of violate any Laws or the rights of the receiver of the concast such claims and shall use or retain any damage or expropriate any Concast as permitted by Concast in connection with the applicable network, carrier and Concast guidelines; (viii) Advertiser from re-targeting or remarketing covered site user, except for HTTP cookies, and (xii) Advertiser shall not use the Ads to place any Flash local shared objects or other types of client-side storage on the computer of a covered site user, except for HTTP cookies, and (xiii) Advertiser shall comply with all Laws in connection with its receipt and use of Concast specifically disclaims and ywarranties arising by usage of trade, course of dealings, or course of performance. Without limitation, any war

without any warranties or representations of any kind. Comcast does not warrant or guarantee customer response rates or the ability to convert responses into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

10.CONFIDENTIAL INFORMATION

Concast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information istelf, to be proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comeast and Advertiser both agree to use the Confidential and Proprietary Information solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract Comeast's entour the receives Publicly available through no act of the receiving party, is already lawfully in its possession, is required to exist one obstance of its obligations under this Contract, Advertiser subscribers and all VOD enabled subscribers are and shall remain the exclusive property provided by Concast) and used pursuant to an IQ or gathered or collected during delivery of an Advertises or subscribers are and shall remain the exclusive property of Comeast (and be deemed its Confidential or Proprietary Information for any other purpose unless it receives thall not retain

11. GENERAL; DISCLAIMERS

be unavailable for a network on a given Syscode. The information provided by a third party and are for information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates. Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties, except that no change(s) or modification(s) can be made in any IO or advertising schedule under any circumstances. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. All disputes, controversies or claims that relate in any way to this Contract, except collection proceedings brought by Comcast or a collection agency designated by Comcast related to fees owed by Advertiser to Comcast, will be resolved by arbitration in Philadelphia, PA, in accordance with the Comtract shall constitute a nartnershin or ionit venture between the nartners or constitute either Advertiser or Comcast partnershin or ionit venture between the nartners or constitute either Advertiser or Comcast in ionit venture between the nartnershin in contact in the nartnershin or ionit venture be (a) Concast's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any other provision. (c) Comcast shall severise or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser of Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IO or in a contract for production services between Comcast and Advertiser. (e) Comcast shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. (f) Audience estimates provided are provated market-level impressions, adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide under a provided are provated market a occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) If any provision of this Agreement is amended, invalid, illegal or unenforceable in any jurisdiction, such provision the remainder of this Agreement shall remain in full force and effect. (l) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other occurrence giving rise to such action. (j) Nothing as agent of the other for any purpose whatever. marketing materials.

Authorized Acceptance: A